BILL NO. S-85-04-26

SPECIAL ORDINANCE NO. S- 67-85

AN ORDINANCE approving Contract #408-85, Phase III, GM Main Sewer Improvement by the City of Fort Wayne by and through its Board of Public Works and Safety and Fleming Excavating.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract #408-85, Phase III, GM Main Sewer Improvement, by the City of Fort Wayne by and through its Board of Public Works and Safety and Fleming Excavating, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> Beginning at a proposed manhole, being a part of Phase II of this resolution and located 12± L.F. South and 6± L.F. East of the centerline intersection of Coverdale Road and Lower Huntington Road; thence Southerly along and within the right of way of Coverdale Road 5,795± L.F. to the connection point of Phase V and a 45 degree bend being a part of this Phase III Resolution and located 85± L.F. South and 50± L.F. East of the centerline of the bridge structure on Coverdale over the Robinson-Brindel Drain. Said main shall be a 14 inch diameter sanitary sewage force main;

the Contract price is One Hundred Thirty-Three Thousand Eight Hundred Forty-Nine and 25/100 Dollars ($133,849.25).

SECTION 2. Prior Approval was received from Council with respect to this Contract on March 12, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on ____, the ____ day of ____, 19____, at ____ o'clock ____.M.,E.S

DATE: 4-9-85

Nadyla Eckerle
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

Read the third ~~time~~ in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-23-85

Nadyla Eckerle
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-67-85 on the 23rd day of April, 19 85,

ATTEST: (SEAL)

Nadyla Eckerle
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Mark E. GiaQuinta
PRESIDING OFFICER.

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 19 85, at the hour of 11:30 o'clock A.M.,E.S.T.

Nadyla Eckerle
~~SANDRA E. KENNEDY, CITY CLERK~~
Chief Deputy

Approved and signed by me this 25th day of April, 19 85, at the hour of 9:00 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

CONTRACT NO. 408-85
PHASE III

THIS CONTRACT made and entered into in triplicate this 3rd day of April, 1985, by and between FLEMING EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment etc., necessary for the installation of the following:

SOUTHWEST INTERCEPTOR S-2; Phase III

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11141, Sheets 1 thru 20 inclusive and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of One hundred thirty-three thousand, eight hundred forty-nine and twenty-five/100 dollars----------($133,849.25).
In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal. (See Exhibit "A")

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work

EXHIBIT "A"
Resolution 408-1985 - Phase III

1.	14" Force Main to grade	Eighteen and 25/100 Dollars	$ 18.25
2	14" Force Main 5.5' Cover	Seventeen and 65/100 Dollars	$ 17.65
3.	Air Release Valves	Two Thousand and no/100 Dollars	$2,000.00
4.	Ditch Crossing @ 171+37.5±	Five Thousand Two Hundred and no/100 Dollars	$5,200.00
5.	Ditch Crossing @ 177+89±	Five Thousand One Hundred Seventy-Two and no/100	$5,172.00
6.	Ditch Crossing @ 145+62±	Two Thousand Nine Hundred and Seventy Two Dollars	$2,972.00
7.	Deep Strength Asphalt Pave. with 1" A-2 Asphalt Surface	Fifty-Five and no/100 Dollars	$ 55.00
8.	#53 or #73 Sp. BAckfill	Fourteen and no/100 Dollars	$ 14.00
9.	Seeding, Mulch and Fert. (inc. top soil)	No Dollars and 62.5/100	$ .62.5
10.	Stone Surface Replace. (12" Deep)	Seventeen and 15/100 Dollars	$ 17.15
11.	For Final Connection at MH #29	Seven Hundred Fifty and no/100 Dollars	$ 750.00
12.	12 Gauge Sheet Piling left in Place	Ten and no/100 Dollars	$ 10.00

provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless the City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana, of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of the City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 408-85, Phase III ,
B. Instructions to Bidders for Contract No. 408-85, Phase III ,
C. Contractor's Proposal dated January 30, 1985 ,
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11141 sheets 1 thru 20 inclusive,
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23,

1980, and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department,

F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne,
G. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended),
H. Prevailing wage scale,
I. Performance Bond,
J. Labor and Material Payment Bond,
K. Comprehensive Liability Insurance Coverage,
L. Application for road cut permit (City and County)
M. Escrow Agreement,
N. Notice of Award,
O. Notice to Proceed,
P. Change Order,
Q. Notice of Final Acceptance,
R. Special Provisions, and
S. Soil Boring Appendix.
T. Allen County Drainage Board legal drain crossing permits.
U. Addendum No. 1

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract, see special notes: L. page SP/3

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the

date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Allen F. Fleming
Allen Fleming, President

BY: Roberta Isch
Roberta Isch, Secretary

CITY OF FORT WAYNE, INDIANA

BY:
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Snouffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester,
Director of Public Works and Safety

Cosette R. Simon,
Director of Administration and Finance

Lawrence D. Consalvos,
Director of Public Safety

Approved by the Common Council of the City of Fort Wayne, Indiana, on the _____ day of _____, 19_____.

Contract No. 408-85
Phase III

Wausau Insurance Companies

With Offices at Wausau, Wisconsin

Any correspondence in relation to this bond should be directed to:
Wausau Insurance Companies
Surety Underwriting
2000 Westwood Drive
Wausau, WI 54401

PERFORMANCE AND PAYMENT BOND

Bond No. 1950-10-063177-C

KNOW ALL MEN BY THESE PRESENTS:

That Fleming Excavating, Inc.

as Principal, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company as Surety, are held and firmly bound unto Board of Public Works and Safety, City of Fort Wayne as Obligee, in the full and just sum of One hundred thirty-three thousand, eight hundred forty-nine and 25/100 Dollars ($ 133,849.25), lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated April 3, 1985 with the Obligee for

Resolution 408-85 Southwest Interceptor S-2, Phase 3

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall faithfully perform said contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said contract shall have a direct right of action under this bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date on which Principal ceased work on said contract. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

Signed, sealed and dated March 22, 1985

Fleming Excavating, Inc.
(Principal) (Seal)

(Witness)

By Allen Fleming
Allen Fleming, President (Title)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(Surety) (Seal)

Becky Steinacker
(Witness)

By Steve Reith
Steve Reith, Attorney-In-Fact

No. 219-043- 00027

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:
That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint

STEVE REITH

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF NOT TO EXCEED THE PENAL SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000).

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1ST day of SEPTEMBER, 1983.

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

By _____
R. D. Farnsworth — Vice President

Attest: _____
D. J. Borrell — Assistant Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

On this 1ST day of SEPTEMBER, 1983, before me personally came R. D. Farnsworth, to me known, who being by me duly sworn, did depose and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

_____
Donna Lutzow — Notary Public
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION IS PERMANENT

CERTIFICATE

STATE OF WISCONSIN)
CITY OF WAUSAU) ss.
COUNTY OF MARATHON)

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, **WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK,** remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 22nd day of March, 85.

_____
D. J. Borrell — Assistant Secretary

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, CALL TOLL FREE (800) 826-1661 (IN WISCONSIN, CALL (800) 472-0041)

WARNING
THIS IS NOT A VALID POWER OF ATTORNEY IF THIS STATEMENT DOES NOT APPEAR IN RED INK.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 19 85, by and between Decatur Bank & Trust Co. hereinafter called Escrow Agent, City of Fort Wayne, Indiana, hereinafter called Owner, and FLEMING EXCAVATING, INC., hereinafter called Contractor.

WHEREAS, Owner and Contractor entered into a contract dated _____ day of _____ 19 85, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-16-5.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.

2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.

3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

   A. In the manner directed by the joint written authorization of the Owner and Contractor.

   B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect/Engineer's certificate pursuant to Article 2.201e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

   C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (B) above, in the manner directed by a certified copy of a judgement of a court or record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

   A. A charge of 0 for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement.

   B. An additional charge of 0 for the second twelve month period such charge to be assessed at the end of the second year or upon termination of the agreement.

   C. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the Escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

Decatur Bank & Trust Co
Escrow Agent

By: Gregory A. Fleming
V. President

FLEMING EXCAVATING, INC.
Contractor

CITY OF FORT WAYNE, INDIANA
Owner

Its Board of Public Works and Safety
City of Fort Wayne, Indiana

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____, Escrow Agent, to advance to the Contractor the sum of _____ Dollars ($_____) pursuant to Section 3 of the Escrow Agreement dated _____ day of _____, 19 85, by and between the aforementioned parties, including accrued income, less the escrow fee.

CITY OF FORT WAYNE, INDIANA
Owner

By: _____

Its Board of Public Works and Safety

FLEMING EXCAVATING, INC.
Contractor

By: _____

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this _____ day of _____, 19_____, by and between _____ Contractor and City of Fort Wayne, Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into a contract dated the _____ day of _____, 19_____ for the construction of _____ _____ and,

WHEREAS, by the terms of said contract, Owner is entitled to retain portions of the payments due and to become due to the Contractor on account of said work; and,

WHEREAS, Contractor has the right to have said funds placed in an interest bearing escrow account; and,

WHEREAS, Contractor desires to waive said right and agrees to accept the principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontractors, workmen and materialmen, does hereby waive his right to have retainage placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due without interest thereon.

_____
Contractor

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

By: _____

By: _____

By: _____

Contract No. _____

0774 Admin. Appr.

ORDINANCE Contract for Res. #408-85, Phase III, GM Main Sewer Improvement

T REQUESTING ORDINANCE Board of Public Works & Safety 1-85-04-26

OF ORDINANCE Contract for Res. #408-85, Phase III, GM Main Sewer Improvement

is for the following; Beginning at a proposed manhole, being a part of Phase II of this resolution and located 12± L.F. South and 6± L.F. East of the centerline intersection of Coverdale Road and Lower Huntington Road; thence Southerly along and within the right of way of Coverdale Road 5,795± L.F. to the connection point of Phase V and a 45 degree bend being a part of this Phase III Resolution and located 85± L.F. South and 50± L.F. East of the centerline of the bridge structure on Coverdale over the Robinson-Brindel Drain. Said main shall be a 14 inch diameter sanitary sewage force main. Fleming Excavating, is the Contractor.

PRIOR APPROVAL RECEIVED ON MARCH 12, 1985

EFFECT OF PASSAGE Sewer to serve GM

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $133,849.25

ASSIGNED TO COMMITTEE

BILL NO. S-85-04-26

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract #408-85, Phase III, GM Main Sewer Improvement by the City of Fort Wayne by and through its Board of Public Works and Safety and Fleming Excavating

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRWOMAN	
	DONALD J. SCHMIDT	
	JAMES S. STIER	
	CHARLES B. REDD	

CONCURRED IN 4-23-85

SANDRA E. KENNEDY
CITY CLERK